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Attorneys for Geraldine Chung

**UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA**

<p>Geraldine Chung</p> <p>Plaintiff,</p> <p>v.</p> <p>Midland Funding, LLC, and Legal              Recovery Law Offices, Inc.</p> <p>Defendant.</p>	<p><b>Case No: <u>'12CV2975 DMS JMA</u></b></p> <p><b>Complaint For Damages</b></p> <p><b>Jury Trial Demanded</b></p>
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**INTRODUCTION**

- The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy. Congress wrote the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (hereinafter “FDCPA”), to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt

HYDE & SWIGART  
 San Diego, California

1 collection practices are not competitively disadvantaged, and to promote  
2 consistent State action to protect consumers against debt collection abuses.

3 2. The California legislature has determined that the banking and credit system  
4 and grantors of credit to consumers are dependent upon the collection of just  
5 and owing debts and that unfair or deceptive collection practices undermine  
6 the public confidence that is essential to the continued functioning of the  
7 banking and credit system and sound extensions of credit to consumers. The  
8 Legislature has further determined that there is a need to ensure that debt  
9 collectors exercise this responsibility with fairness, honesty and due regard  
10 for the debtor's rights and that debt collectors must be prohibited from  
11 engaging in unfair or deceptive acts or practices.

12 3. Geraldine Chung, ("Plaintiff"), through Plaintiff's attorneys, brings this action  
13 to challenge the actions of Defendant Midland Funding, LLC ("Midland"),  
14 and Defendant Legal Recovery Law Offices, Inc. ("LRLO"), with regard to  
15 attempts by Defendants to unlawfully and abusively collect a debt allegedly  
16 owed by Plaintiff, and this conduct caused Plaintiff damages.

17 4. Plaintiff makes these allegations on information and belief, with the exception  
18 of those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which  
19 Plaintiff alleges on personal knowledge.

20 5. While many violations are described below with specificity, this Complaint  
21 alleges violations of the statutes cited in their entirety.

22 6. Unless otherwise stated, all the conduct engaged in by Defendants took place  
23 in California.

24 7. Any violations by Defendants were knowing, willful, and intentional, and  
25 Defendant did not maintain procedures reasonably adapted to avoid any such  
26 violation.

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**JURISDICTION AND VENUE**

8. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1692(k), and 28 U.S.C. § 1367 for supplemental state claims.
9. This action arises out of Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") and the Rosenthal Fair Debt Collection Practices Act, California Civil Code §§ 1788-1788.32 ("Rosenthal Act").
10. Because Defendants conduct business within the State of California, personal jurisdiction is established.
11. Venue is proper pursuant to 28 U.S.C. § 1391.
12. At all times relevant, Defendants conducted business within the State of California.

**PARTIES**

13. Plaintiff is a natural person who resides in the City of Chula Vista, in the State of California.
14. Defendant Midland is located in the City of San Diego, in the State of California.
15. Defendant LRLO is located in the City of San Diego, in the State of California.
16. Plaintiff is obligated or allegedly obligated to pay a debt, and is a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).
17. Defendants are persons that uses an instrumentality of interstate commerce or the mails in a business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another and is therefore a debt collector as that phrase is defined by 15 U.S.C. § 1692a(6).
18. Plaintiff is a natural person from whom a debt collector sought to collect a consumer debt which was due and owing or alleged to be due and owing from

1 Plaintiff, and is a “debtor” as that term is defined by California Civil Code §  
2 1788.2(h).

3 19. Defendants, in the ordinary course of business, regularly, on behalf of  
4 himself, herself, or others, engages in debt collection as that term is defined  
5 by California Civil Code § 1788.2(b), is therefore a debt collector as that term  
6 is defined by California Civil Code § 1788.2(c).

7 20. This case involves money, property or their equivalent, due or owing or  
8 alleged to be due or owing from a natural person by reason of a consumer  
9 credit transaction. As such, this action arises out of a consumer debt and  
10 “consumer credit” as those terms are defined by Cal. Civ. Code § 1788.2(f).

### 11 **FACTUAL ALLEGATIONS**

12 21. Sometime before July 7, 2010, Plaintiff is alleged to have incurred certain  
13 financial obligations through Plaintiff’s Citibank Sears Gold MasterCard  
14 Credit Card, Account No. XXXXXXXXXXXXX7216.

15 22. These financial obligations were primarily for personal, family or household  
16 purposes and are therefore a “debt” as that term is defined by 15 U.S.C.  
17 §1692a(5).

18 23. These alleged obligations were money, property, or their equivalent, which is  
19 due or owing, or alleged to be due or owing, from a natural person to another  
20 person and are therefore a “debt” as that term is defined by California Civil  
21 Code §1788.2(d), and a “consumer debt” as that term is defined by California  
22 Civil Code §1788.2(f).

23 24. Sometime thereafter, Plaintiff allegedly fell behind in the payments allegedly  
24 owed on the alleged debt of Plaintiff’s Citibank Sears Gold MasterCard  
25 Credit Card, Account No. XXXXXXXXXXXXX7216. Plaintiff currently takes  
26 no position as to the validity of this alleged debt.

27 //

28 //

***Settlement of the Citibank Sears Gold MasterCard Account***

25. Subsequently, the alleged debt was assigned, placed, or otherwise transferred, to Client Services, Inc. ("CSI"), for collection.

26. In or around July of 2010, CSI contacted Plaintiff in an attempt to resolve the alleged debt owed on the Citibank Sears Gold MasterCard.

27. Subsequently, Plaintiff and CSI began to discuss settlement of the Citibank Sears Gold MasterCard account. During these negotiations, which took place in July and August of 2010, Plaintiff made two \$50.00 payments to CSI as a sign of good faith.

28. On or around August 26, 2010, Plaintiff and CSI came to an agreement on settlement of the Citibank Sears Gold MasterCard account. Plaintiff agreed to pay CSI a total of \$1,650.00, in three equal monthly payments of \$550.00, in order to settle the account in full.

29. Plaintiff made the monthly payments to CSI as agreed. The payments were made on or around September 28, 2010, October 28, 2010, and November 28, 2010, respectively.

30. Consequently, Plaintiff had satisfied her obligations on the account.

***Midland's Subsequent Attempts to Collect on the Alleged Debt***

31. In or around May of 2011, the alleged debt was assigned, placed, or otherwise transferred to Midland for collection.

32. Midland then began contacting Plaintiff to collect on the alleged debt.

33. David Johnson, a representative of Midland, called Plaintiff on the telephone regarding the alleged debt. Plaintiff informed Mr. Johnson that the account had been settled in full and that there was no further obligation owed. Mr. Johnson said that he would investigate the matter. Plaintiff had no further contact with Mr. Johnson.

34. Through this conduct, Midland used a false, deceptive, or misleading representation or means in connection with the collection of a debt.

1 Consequently, Defendant violated 15 U.S.C. § 1692e and 15 U.S.C. §  
2 1692e(10).

3 35. Because this violated certain portions of the federal Fair Debt Collection  
4 Practices Act as these portions are incorporated by reference in the Rosenthal  
5 Fair Debt Collection Practices Act, through California Civil Code § 1788.17,  
6 this conduct or omission violated Cal. Civ. Code § 1788.17.

7 36. On or around May 21, 2011, Midland sent Plaintiff a collection letter entitled  
8 “Notice of New Ownership and Pre-Legal Review.”

9 37. Through this conduct, Midland used a false, deceptive, or misleading  
10 representation or means in connection with the collection of a debt.  
11 Consequently, Defendant violated 15 U.S.C. § 1692e and 15 U.S.C. §  
12 1692e(10).

13 38. Additionally, through this conduct, Midland made a false representation  
14 concerning the character, amount, or legal status of a debt. Consequently,  
15 Defendant violated 15 U.S.C. § 1692e(2)(A).

16 39. Because this violated certain portions of the federal Fair Debt Collection  
17 Practices Act as these portions are incorporated by reference in the Rosenthal  
18 Fair Debt Collection Practices Act, through California Civil Code § 1788.17,  
19 this conduct or omission violated Cal. Civ. Code § 1788.17.

20 40. As Plaintiff had previously informed Mr. Johnson that the account had been  
21 settled in full, Plaintiff was unclear why she had received the letter.

22 41. Plaintiff called Midland on the telephone and spoke to another representative  
23 of Midland named Jenny. Plaintiff informed Jenny that the account had been  
24 settled in full. Further, Plaintiff mailed supporting documents to Jenny to  
25 demonstrate that the account had been settled in full. Plaintiff had no further  
26 contact with Jenny.

27 42. Consequently, Plaintiff reasonably believed that the situation was resolved.

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***LRLO's Subsequent Attempts to Collect on the Alleged Debt***

43. Despite Plaintiff having informing two different representatives of Midland on separate occasions that the account had been settled in full, Midland assigned, placed, or otherwise transferred the alleged debt to LRLO for collection.

44. Through this action, Defendants engaged in conduct the natural consequence of which was to harass, oppress, or abuse a person in connection with the collection of a debt. Consequently, Defendants violated 15 U.S.C. § 1692d.

45. Because this violated certain portions of the federal Fair Debt Collection Practices Act as these portions are incorporated by reference in the Rosenthal Fair Debt Collection Practices Act, through California Civil Code § 1788.17, this conduct or omission violated Cal. Civ. Code § 1788.17.

46. On or around September 12, 2011, LRLO sent Plaintiff a collection letter in the mail.

47. Through this conduct, LRLO used a false, deceptive, or misleading representation or means in connection with the collection of a debt. Consequently, Defendant violated 15 U.S.C. § 1692e and 15 U.S.C. § 1692e(10).

48. Additionally, through this conduct, LRLO made a false representation concerning the character, amount, or legal status of a debt. Consequently, Defendant violated 15 U.S.C. § 1692e(2)(A).

49. As Plaintiff had previously informed two different representatives of Midland that the account had been settled in full, Plaintiff was unclear why she had received this new letter from LRLO. Plaintiff was distraught and worried.

50. Plaintiff contacted LRLO by telephone and explained that the account had been settled in full. LRLO's representative directed Plaintiff to provide a letter stating that the account was settled.

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51. Accordingly, Plaintiff contacted CSI to acquire such a letter. CSI sent Plaintiff a letter stating that the account had been settled in full by facsimile. Further, CSI sent Plaintiff a similar letter by mail.

52. Plaintiff sent the confirmation letter from CSI as well as other supporting documents to Glenn MacIsaac, a representative of LRLO, by facsimile.

53. Mr. MacIsaac later contacted Plaintiff to confirm receipt of the documents and to assure Plaintiff that the documents were acceptable.

54. Through this conduct, LRLO used a false, deceptive, or misleading representation or means in connection with the collection of a debt. Consequently, Defendant violated 15 U.S.C. § 1692e and 15 U.S.C. § 1692e(10).

55. Plaintiff had no further contact with Mr. MacIsaac.

56. At this point, Plaintiff reasonably believed that the matter was resolved.

57. Shortly thereafter, in spite of Mr. MacIsaac's assurances, Plaintiff was contacted by another representative of LRLO, Patty Valvilla, collecting on the alleged debt.

58. Through this action, LRLO engaged in conduct the natural consequence of which was to harass, oppress, or abuse a person in connection with the collection of a debt. Consequently, Defendant violated 15 U.S.C. § 1692d.

59. Plaintiff again explained to Ms. Valvilla that the account had been settled in full and that Plaintiff had previously sent documentation of the settlement to LRLO. Plaintiff had no further contact with Ms. Valvilla.

60. Again, Plaintiff reasonably believed that the matter was closed.

61. However, in or around March of 2012, Plaintiff was contacted yet again by another representative of LRLO, Victor Guzman, seeking to collect on the alleged debt.

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62. Through this action, LRLO engaged in conduct the natural consequence of which was to harass, oppress, or abuse a person in connection with the collection of a debt. Consequently, Defendant violated 15 U.S.C. § 1692d.

63. Plaintiff once again explained to Mr. Guzman that the account had been settled in full and that Plaintiff had already sent evidence of the settlement to LRLO. Plaintiff had no further contact with Mr. Guzman.

64. Once again, Plaintiff reasonably believed that the matter had concluded.

65. On August 27, 2012, despite having been notified on numerous occasions that the account had already been settled in full, and despite Plaintiff's having provided supporting documentation of the settlement to both Midland and LRLO on multiple occasions, Midland filed a Complaint in the Superior Court of California, County of San Diego, Case No.: 37-2012-00078272-CL-CL-SC.

66. Through this action, Midland and LRLO engaged in conduct the natural consequence of which was to harass, oppress, or abuse a person in connection with the collection of a debt. Consequently, Defendants violated 15 U.S.C. § 1692d.

67. Additionally, through this conduct, Midland made a false representation concerning the character, amount, or legal status of a debt. Consequently, Defendants violated 15 U.S.C. § 1692e(2)(A).

68. Additionally, through this conduct, LRLO and Midland threatened to take action that cannot legally be taken or that is not intended to be taken. Consequently, Defendants violated 15 U.S.C. § 1692e(5).

69. Additionally, through this conduct, LRLO and Midland used an unfair or unconscionable means to collect or attempt to collect any debt. Consequently, Defendants violated 15 U.S.C. § 1692f.

70. Because this violated certain portions of the federal Fair Debt Collection Practices Act as these portions are incorporated by reference in the Rosenthal

1 Fair Debt Collection Practices Act, through California Civil Code § 1788.17,  
2 this conduct or omission violated Cal. Civ. Code § 1788.17.

3 **CAUSES OF ACTION**

4 **COUNT I**

5 **FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)**

6 **15 U.S.C. §§ 1692 ET SEQ.**

7 71. Plaintiff repeats, re-alleges, and incorporates by reference, all other  
8 paragraphs.

9 72. The foregoing acts and omissions constitute numerous and multiple violations  
10 of the FDCPA, including but not limited to each and every one of the above-  
11 cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.

12 73. As a result of each and every violation of the FDCPA, Plaintiff is entitled to  
13 any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in  
14 an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and,  
15 reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from  
16 Defendant.

17 **COUNT II**

18 **ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT (ROSENTHAL ACT)**

19 **CAL. CIV. CODE §§ 1788-1788.32**

20 74. Plaintiff repeats, re-alleges, and incorporates by reference, all other  
21 paragraphs.

22 75. The foregoing acts and omissions constitute numerous and multiple violations  
23 of the Rosenthal Act, including but not limited to each and every one of the  
24 above-cited provisions of the Rosenthal Act, Cal. Civ. Code §§ 1788-1788.32

25 76. As a result of each and every violation of the Rosenthal Act, Plaintiff is  
26 entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a);  
27 statutory damages for a knowing or willful violation in the amount up to  
28

\$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from Defendant.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that judgment be entered against Defendant, and Plaintiff be awarded damages from Defendant, as follows:

- An award of actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- An award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3);
- An award of actual damages pursuant to California Civil Code § 1788.30(a);
- An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b);
- An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c).

77. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Respectfully submitted,

**Hyde & Swigart**

Date: 12/13/12

By: /s/Jessica R. K. Dorman

Jessica R. K. Dorman  
Attorneys for Plaintiff

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

Geraldine Chung

(b) County of Residence of First Listed Plaintiff San Diego, CA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Hyde & Swigart  
411 Camino Del Rio South Suite 301, San Diego, CA 92108

**DEFENDANTS**

Midland Funding, LLC, and Legal Recovery Law Offices, Inc.

County of Residence of First Listed Defendant San Diego, CA  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (If Known) '12CV2975 DMS JMA

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |  | PTF                        | DEF                        |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation   | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**V. ORIGIN**

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. § 1692 et seq.

Brief description of cause:  
Unfair Debt Collection Practices

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 75,001.00+

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

12/13/2012

s/Jessica R.K. Dorman

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

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